

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING AND MARKING

All materials (A-Files, Receipt Files, source documents, etc.) shipped, mailed or stored under this contract shall be afforded the degree of preservation, packaging and marking necessary, in accordance with standard commercial practices, to prevent deterioration or damage due to the hazards to which they may be subjected during shipment, handling, and storage. All packaging, shipping and mailing will be performed in accordance with pertinent security regulations and policies. Packaging and marking shall include adequate notation to allow and insure complete inventory capability for all documents, files, etc., shipped in order to guarantee complete accountability for all items. Packages shall be adequately marked to insure delivery to proper destinations without delay.

D.2 MARKING OF REPORTS

All reports delivered by the Contractor shall prominently show on the cover of the report the following information:

- (1) name and address of the contractor
- (2) contract number
- (3) contractor point of contact / sponsor
- (4) phone number

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.246-6 Inspection - Time-and-Material and Labor-Hour.
(JAN 1986)

E.2 RIGHT TO INSPECT

The government, through any authorized representative(s), has the right to inspect or otherwise evaluate the work performed or being performed hereunder. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.247-35 F.o.b. Destination, Within Consignee's Premises
(APR 1984)

F.2 PERIOD OF PERFORMANCE

The contract period of performance shall start on the date of contract award, or October 1, 1993, whichever is later, and shall continue for a period of one year / 365 calendar days.

The contractor is required to provide support at the required locations within 120 days of contract execution by the Contracting Officer. During this 120 day "start up" period the contractor is required to obtain security clearances and meet training requirements. In this regard, see clauses H.24 and H.25.

The contract includes four potential option years. The performance period for each option year is 365 days, or a fraction thereof. If all options are exercised, the total contract period will not exceed 60 months.

F.3 PLACE OF PERFORMANCE

The contractor shall provide data entry and related support services at the following on-site Government installations:

Immigration and Naturalization Service
Northern Service Center
100 Centennial Mall, Room B-26
Lincoln, Nebraska 68508

Immigration and Naturalization Service
Eastern Service Center
75 Lower Welden St.
St. Albans, Vermont 05479

Immigration and Naturalization Service
Southern Service Center
7701 North Stemmons Freeway
Dallas, Texas 75247

Immigration and Naturalization Service
Western Service Center
2400 Avila Road, Second Floor
Laguna Niguel, California 92607

F.4 HOURS OF WORK

The contractor shall provide coverage with supervision during the following Service Center normal local operating hours, Monday through Friday, except federal holidays.

Northern Service Center	6:30 AM to 7:00 PM
Eastern Service Center	6:00 AM to 6:30 PM
Southern Service Center	6:00 AM to 6:00 PM
Western Service Center	6:30 AM to 7:00 PM

The contractor shall provide for two shift operations, if required, to assure sufficient response to the peaks and valleys created by the variable flow of incoming applications / petitions, with Mondays experiencing the peak volume.

F.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or the completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR. This notice may be verbal or by telephone but must be immediately followed up with written notice giving pertinent details. However, this notice shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.6 SERVICES TO BE PERFORMED

Services to be performed at each Service Center immediately upon transition into this contract are as follows (services under any of the below listed sites may change during the course of the contract as required):

Northern Service Center - Incoming and outgoing mail operations; file operations, document preparation and data entry;

Eastern Service Center - Incoming and outgoing mail operations and document preparation. Files operations and data entry support services will not be ordered initially, but may be implemented later in the base or option year(s);

Southern Service Center - Incoming and outgoing mail operations, file operations, document preparation and data entry;

Western Service Center - Incoming and outgoing mail operations; file operations, document preparation and data entry.

F.7 SCHEDULE OF DELIVERABLES

See Attachment J.10

F.8 DELIVERABLES

The following are deliverables required under this contract:

- (a) Quality Control Plan: As described in Section C 3.6.
- (b) Project Management Plan: As described in Section C.3.7.1.
- (c) Transition Plan: A plan that will provide for the orderly phase-in at the time of contract award and the orderly phase-out at the end of the contract, including cooperating with the follow-on Contractor selected by the Government.
- (d) Personnel Plan: A plan describing procedures to obtain and maintain a work force capable of performing the work required under this contract. The plan should address employee recruitment, clearance processing, placement, retention, subcontracting, qualification training and how the Contractor intends to manage personnel during peaks and valleys of the workloads.
- (e) Training Plan: A plan describing how the contractor intends to ensure that personnel meet the performance requirements of the contract. Specific requirements for the plan are outlined in clause H.25.
- (f) Operational Procedures Manual: A manual that describes Contractor operational procedures at each Service Center site.
- (g) Problems Resolution Plan: A plan that delineates the methodology and milestones for resolving problems associated with

the data entry and related support services as reported by INS personnel.

(h) G-22 Activity Report: INS Form G-22⁴ is a report of field operations, and is used to accumulate daily statistical workload data to be reported on G-23 Report. The Contractor shall include narrative to explain trends, backlogs, problems, and solutions.

(i) G-23 Activity Report: INS Form G-23 is a monthly report that compiles workload measurement statistics reported on the weekly G-22 report.

NOTE: INS Forms G-22 and G-23 reporting procedures are detailed in INS Records Management Activities manual and directives. Copies of these reports will be provided by the Government upon request.

(j) Document Preparation Report: A daily report describing by document type, the number of documents produced, pending, and the number of hours devoted to the effort by skill level. If the document produced is a controlled form, the report will indicate the number issued as well as the number voided. The reporting requirements for this report are subject to changes in the process. Any changes in the reporting requirements will be directed in writing by the COTR.

(k) Deficient Document Report: A monthly report categorizing the causes of non-processable documents, broken down by form type.

(l) Quality Control Report: A weekly report reflecting the results of the quality review/audit of the requirements specified in the Performance Requirements Summary in Attachment J.9 of this contract. The report shall specify, at a minimum, the functional area reviewed, the number reviewed, the number of discrepancies discovered, corrective action taken and suggestions for improvement.

(m) Standard Practice Procedure: A written procedure outlining the steps to be taken by the Contractor to ensure that standards of security for the processing of materials is maintained. It is prepared in accordance with the Industrial Security Manual.

(n) Ad Hoc Reports: Special reports that are required by the Government and tailored to fulfill a specific requirement. These will be produced on an as required basis upon written tasking from the COTR.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT PROVISIONS

(a) Payments under this contract are to be processed in accordance with the clause entitled, "Payments Under Time and Materials and Labor-Hour Contracts" (52.232-7), which may be found in Section I.

(b) Payments under this contract are also subject to the provisions of the Prompt Payment Act (52.232-25). Clause is found in Section I.

G.2 INVOICE REQUIREMENTS

Original invoices must include the contract number and shall be submitted directly to the office responsible for payment:

Department of Justice
Immigration and Naturalization Service
HQFIN Payments & Collections
Room 6261
425 I St., N.W.
Washington, D.C. 20536

Telephone Number; (202) 514-3206

In addition, a copy of each invoice must be submitted to the Project Contracting Officer's Technical Representative shown in paragraph G.3.(d).

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of supplies or services.

(b) The COTR does not have the authority to alter the Contractor's obligations under the Contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes", and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change

contractual obligations or the Scope of Work, only the Contracting Officer shall issue changes via a written change order modification.

(c) The COTR is given authority by the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the COTR's authority are; to assure that the contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance; to communicate with the contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government regulations, procedures, and specifications; to monitor the contractors performance under the contract and notify the contractor and contracting officer of any deficiencies observed; and to coordinate Government furnished property availability and provide for site entry of contractor personnel if required. A letter of designation will be issued to the COTR, with a copy supplied to the contractor, stating the responsibilities and limitations of the position.

(1) The COTR is not authorized to change any of the terms and conditions of this contract. Changes in the scope of work will be made only by the Contracting Officer by properly signed written modification of the contract.

(2) The COTR is not authorized to initiate acquisition actions by use of imprest funds, blanket purchase agreements, or purchase orders, to place calls or delivery orders under basic agreements, basic ordering agreements, or indefinite delivery type contract.

(d) The below named individual is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

Name: Ms. Bertha Johnson
(Alternate: Mr. Clint Palmer)
Address: Immigration and Naturalization Service
Records Management Branch, Room 5122
425 I St., N.W.
Washington, D.C. 20536
Telephone No.: (202) 514-0311
Fax No.: 202 616-2582 or 202 514-3902

In addition, the following individuals are designated as On-Site COTRs and delegated the responsibilities under this clause as they relate to the work to be performed at the specified locations.

Mr. Terry Way
Immigration and Naturalization Service
Northern Service Center
100 Centennial Mall, Room B-26
Lincoln, Nebraska 68508

Ms. Sandy Bushy
Immigration and Naturalization Service
Eastern Service Center
75 Lower Welden St.
St. Albans, Vermont 05479-0001

Ms. Betty Strong
Immigration and Naturalization Service
Southern Service Center
7701 North Stemmons Freeway
Dallas, Texas 75247

Mr. Thomas Cook
Immigration and Naturalization Service
Western Service Center
2400 Avila Road, Second Floor
Laguna Niguel, California 92607

G.4 GOVERNMENT CONTRACT ADMINISTRATOR

The Government's Contract Administrator is:

Name: Mr. R. A. Roman
Address: Immigration and Naturalization Service
Room 2102 / HQCAP ADP Section
425 I St., N.W.
Washington, D.C. 20536
Telephone No.: (202) 514-3417
FAX No.: (202) 514-3353

G.5 RESERVED

G.6 PROJECT MANAGER

Refer to Section C, Appendix A, Skill Category #1. This is required position to be included in the Contractor's proposal. However, it is not directly billable under the contract labor hours but should be built into the Contractor's overhead costs. The Contractor's Project Manager is:

Name:
Telephone No.:

G.7 CONTRACT MANAGER

The Contractor's point of contact for contractual issues is:

Name:

Telephone No.:

G.8 RECEIPT OF DELIVERY ORDERS

The Contractor is to indicate the point(s) of contact for the receipt of delivery orders:

Name:

Address:

Telephone No.:

G.9 INS SECURITY OFFICER

The cognizant INS Security Officer is:

Ms. Jacqueline Baker, Program Manager
Immigration & Naturalization Service
Security Office, Room 2108
425 I Street, N.W.
Washington, D.C. 20536
Telephone: 202-514-9612

G.10 RELATED CLAUSES

Refer to the following Section I clauses:

52.232-25 Prompt Payment (SEP 1992)

52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PROCUREMENT AUTHORITY (FIRMR 201-39.5202-3) (Oct 90)

This acquisition is being conducted under a specific acquisition delegation of the General Services Administration's (GSA's) exclusive procurement authority for Federal Information Processing (FIP) resources. The specific GSA Delegation of Procurement Authority (DPA) case number is KMA-93-0453.

H.2 CONTRACT TYPE (FAR 52.216-1, as modified) (APR 1984)

The Government will award a indefinite-quantity, time-and-materials type, service contract for this procurement.

H.3 MINIMUM GUARANTEED CONTRACT VALUE

The Government shall order a minimum dollar amount of \$300,000.00 per month (or fraction thereof, with each month based on the actual number of days within the month) from the date the contractor begins to provide service at the Service Centers (start-up date) through the end of the first fiscal year. During this period, delivery orders issued for any items listed in Section B of this contract shall apply towards this minimum guarantee.

Should the option year/s be exercised, the same \$300,000.00 per month minimum guarantee shall apply during that fiscal year.

H.4 DELIVERY ORDER LIMITATIONS

See the Section I clause entitled "52.216-19 Delivery Order Limitations (APR 1984)".

H.5 CONTRACT USER AND ORDERING

Supplies and services ordered under this contract shall satisfy the needs of the Immigration and Naturalization Service (INS/Service). Further, the supplies and services furnished under this contract shall be requested by the issuance of delivery orders which will be issued by the Contracting Officer identified in Section G.4 of this contract. Also see the Section I clause 52.216-18 Ordering (APR 1984).

H.6 CONTRACT PRICING

(a) The prices cited in the Section B Price Schedules are all inclusive and fully loaded. INS will compensate the contractor under the appropriate labor category for employee time while completing required job specific classes or training. All other services and supplies not identified in the Section B price schedules, but required under this contract, will be considered to be included within the expressed prices.

(b) Where federal, state, and/or local laws require taxes to be separately stated on an invoice, such taxes will be added to invoices in addition to Contractor's contract prices. Also see the clause entitled "Federal, State, and Local Taxes", FAR 52.229-3. The clause is located in Section I.

(c) All travel required under the contract must have prior approval of the COTR. Travel must be in accordance with standard Government travel regulations.

H.7 EMPLOYMENT OF ILLEGAL ALIENS

Subject to existing laws, regulations, Executive Orders, and other provisions of this contract, the Contractor and/or its' Subcontractors shall not employ illegal or undocumented aliens to work on, under, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Further, all Contractor employees working under this contract shall be U.S. citizens (no Legal Permanent Residents (LPRs) may be employed; see clause H.24, Security Requirements).

H.8 MODIFICATION AUTHORITY

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer.

H.9 INCORPORATION OF SECTION K BY REFERENCE

This contract incorporates Section K, Representations, Certifications and Other Statements of Offerors or Quoters, by reference with the same force and effect as if they were included in full text.

H.10 SUBCONTRACTING PLAN

A subcontracting plan, in accordance with FAR 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (included in full text in Section I, clause I.9), is required of all large business offerors. This plan shall be included as a part of Volume II Technical Proposal, Section IV, and shall become a part of the resulting contract.

See Section M, provision M.5, regarding the evaluation criteria to be used to encourage subcontracting opportunities for small business and/or small disadvantaged business concerns.

Note that the applicable Standard Industrial Classification (SIC) code is 7374, Computer Processing and Data Preparation Services, and the small business size standard is \$14,500,000 average annual sales.

H.11 ORGANIZATIONAL CONFLICTS OF INTEREST - GENERAL

(a) The Contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflict of interest as defined in paragraph B below.

(b) The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

(c) The Contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interests of the Government.

(d) In the event that the Contractor was aware of organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

H.12 PRICING OF MODIFICATIONS

The Contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all materials, labor, subcontract and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work is deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, a justification thereto will also be furnished. The proposal, shall be furnished by the date specified by the Contracting Officer.

H.13 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989), AS MODIFIED.

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days after expiration of the performance period [insert in the clause the period in which the Contracting Officer has to exercise the option]; provided, that the Government shall have given the Contractor a preliminary written notice of the its' intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months (five (5) years).

(d) The Government reserves the right to exercise each option period for 365 days, or a fraction thereof. If the Government elects to exercise an option period for less than the full 365 days, the Government also reserves the right to exercise the remainder of the option period without providing the preliminary notice.

H.14 INDEMNIFICATION AND BONDING

Responsibility for Government Property and Funds:

(1) The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature, to any supplies, accessories, or spare parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any Subcontractor or any employee, agent or representative of the contractor or Subcontractor. Also see clause H.16.

(2) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

(3) The contractor is liable for all INS funds and valuables in the custody of contractor employees and must at all times be able to fully account for them. INS estimates the amount of funds to be collected annually from applications / petitions and other benefit applications to be as follows:

Northern Service Center	\$23 million
Eastern Service Center	\$15 million
Southern Service Center	\$26 million
Western Service Center	\$45 million

(4) Bonding: During the contract performance period, the contractor shall obtain and maintain "employee dishonesty bonds" covering all contractor employees involved in fee collection and processing. Such bond(s) shall secure the contractor for losses caused by dishonesty or negligence on the part of an employee in connection with the handling of application fees, etc. Within fifteen (15) days after award, the contractor shall provide proof of bonding in compliance with state and local requirements for each Service Center

H.15 INSURANCE

(a) The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:

1. Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per incident.
2. Automobile General Liability Insurance minimum \$200,000 per person; \$500,000 per accident; property damage \$20,000.
3. Comprehensive General Liability: minimum of \$500,000 for bodily injury per occurrence.

(b) Prior to commencement of work hereunder, evidence of insurance shall be furnished in a form satisfactory to the Contracting Officer.

In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies or bonds required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

In this regard, note the clause entitled "Insurance-Work on a Government Installation", FAR 52.228-5. The clause is included in Section I.

H.16 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of occupancy, use, service, operations or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative or Contractor or subcontractor.

H.17 ACCIDENT REPORT PROCEDURES

In the event of an accident involving Government personnel or property, the Contractor shall submit a report to the Contracting Officer in letter form that will include the following:

- (a) Time and date of occurrence.
- (b) The place of occurrence.
- (c) A list of personnel directly involved.
- (d) A narrative description of the accident that includes a chronological order of the accident and circumstances.

H.18 EQUIPMENT AND MATERIALS

The Government will be responsible for the reliability and performance of all Government furnished equipment and support software.

H.19 PERMITS AND CODE COMPLIANCE

The Contractor, and any subcontractor(s), shall fully comply with all local, city, county, state and federal code and regulatory requirements applicable to the providing the services contained within this contract.

In particular, the contractor is responsible for compliance with all local bonding requirements and with the California South Coast Air Quality Management District's Commuter Program (Regulation XV), which is applicable to employers who employ 100 or more persons at a single work site, such as the Western Service Center. Information on this air quality program may be obtained by contacting:

South Coast Air Quality Management District
Transportation Programs Division
9150 Flair Drive
El Monte, California 91731
telephone: 213 253-1255

H.20 PRIVACY OR SECURITY SAFEGUARDS (FIRMR 201-39.5202-5) (Oct 90)

(a) The details of any safeguards the Contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The details of any safeguards that may be revealed to the Contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(c) The Government shall be afforded full, free and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the

purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity and confidentiality.

(d) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

H.21 DATA RIGHTS

The Immigration and Naturalization Service shall retain all rights and privileges, including those of patent and copy, to all Government furnished materials, and shall automatically acquire the same rights for all materials produced under this contract. The Contractor shall neither retain or reproduce for private or commercial use any materials furnished or produced under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to rights and remedies to which the Government is otherwise entitled elsewhere under this contract.

H.22 DATA CONFIDENTIALITY

Duplication or disclosure of the data provided by the Immigration and Naturalization Service, to which the Contractor will have access as a result of this contract, is prohibited. It is understood that, throughout performance of the contract, the Contractor will have access to confidential data which is the sole property of the Immigration and Naturalization Service. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance, when title thereto vests in the Immigration and Naturalization Service. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested.

H.23 PRIVACY ACT

The Computer Linked Application Information Management System (CLAIMS), RAFACS and Central Index System (CIS) and other INS automated data bases will contain information covered under the Privacy Act. Contractor personnel shall be given access to Immigration and Naturalization Service information on a need-to-know basis. The Contractor agrees that each contractor employee, prior to, and as a precondition of his/her employment relating to the subject matter of this contract, shall be informed by the Contractor of the security requirements stated herein, and that each such employee shall agree (a) not to reveal, divulge, or make known any of the Immigration and Naturalization Services information mentioned above; (b) to abide by the rules and regulations outlined in Part 45, Title 28, Code of Federal Regulations, which shall be applicable to all contractor employees; and (c) to comply with the protection requirements of the Privacy Act of 1974, which shall also be applicable to all contractor employees.

The Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing access to such data, as outlined in DOJ Order 2640.2, ADP Security (a copy will be provided as needed to the successful offeror).

The Contractor agrees to maintain all facility security standards which limit access to authorized personnel only. Detailed information about the facility and the detailed nature of the works being performed at the facility must not be made public except when authorized by the Contracting Officer's Technical Representative.

In view of the sensitive nature of the work to be performed, and in conformity with the provisions of the Form entitled "DD 254, Contract Security Classification Specification," located at Attachment J.6 to this contract, the Contractor shall take all necessary steps to ensure that standards of security for the processing of materials is maintained. Additionally, the Contractor shall: Develop and maintain a Standard Practice Procedure in accordance with the Industrial Security Manual (ISM), and Industrial Security Regulations (ISR).

H.24 SECURITY REQUIREMENTS

(a) Security Classification Specifications.

In view of the sensitive nature of the work to be performed and in conformity with the provisions of the "Contract Security Classification Specification" (DD Form 254), identified as Attachment J.6 to this contract, the Contractor shall take all

necessary steps to insure that standards of security for the handling of classified material is maintained. Additionally, the Contractor shall develop and maintain a Standard Practice Procedures Manual (ISM) in accordance with the Industrial Security Manual and provided by the Defense Investigative Service.

The Contractor agrees to maintain all facility security standards which limit access to authorized personnel only. Detailed information about the facility and the detailed nature of the work being performed at the facility must not be made public except when authorized by the Contracting Officer's Technical Representative. It is the ultimate responsibility of the Contractor to comply with this requirement. Failure to obtain the classified security clearance could constitute the basis for default of the contract.

(1) Facility (Company) Clearance. The Contractor must possess a Secret Facility Clearance granted by the Department of Defense, Defense Investigative Service (DIS) prior to beginning performance at the Service Centers.

(2) Individual Clearances. INS reserves the right to identify positions under this contract for which the contractor's employees will be required to have a national security clearance. Individuals identified for such positions will have to be citizens of the United States. Such positions may include the Contractor's Center Manager, Assistant Center Manager, all Mail/File and Key Entry Operator Supervisors and all other Mail/File and Key Entry Operators designated to presort/open mail and prepare security documents. They will require a Secret personnel security clearance issued by the Department of Defense, Defense Industrial Security Clearance Office prior to having access to classified information. In accordance with the Department of Defense, Industrial Security Manual (ISM) for Safeguarding Classified Information (dated January 1991), the Contractor must certify in writing to the INS Security Office employee's security clearances prior to the individual(s) beginning performance at the Service Center(s). Prior to commencing performance at each Service Center, the Contractor shall provide to the Contracting Officer, or their designated technical representative (COTR), the list of employees at each Service Center who possess Secret clearances and who have been designated to presort/open mail and prepare security documents. In addition, an updated list will be provided by the Contractor each time employees are hired or terminated.

(b) Personnel Security Requirements.

[Amendment 0008]

(1) All employees (to include subcontractors, temporary employees, part-time employees, replacement employees, and, if required, volunteers [see Note, below]) under the resultant contract shall submit to security clearance procedures. Contractor employees hired under Immigration and Naturalization Service contracts requiring clearances shall not commence work under the contract until they have been cleared, in writing by the INS Contract Security Section.

Along with the application for employment and other required forms on each prospective employee, the Contractor shall provide the INS with a notation as to which of the contract labor categories the prospective employee is applying for. This is necessary in order for INS to determine which type of suitability or security information is necessary in each case.

(2) All prospective contract employees that do not require a secret clearance will provide to the Contracting Officer, via the Contracting Officer's Technical Representative (COTR), the following completed forms:

- (i) Standard Form 85P - Questionnaire for Public Trust Positions (original plus one copy)
- (ii) Supplemental "Foreign Born Relatives" statement relating to individuals who have relatives in another country (original plus one copy)
- (iii) FD Form 258 Fingerprint Card (two copies)
- (iv) SF 171 "Application for Federal Employment" (original plus one copy; only question numbers 3, 6, 17, 28, 38 - 44, and 49)
- (v) I-9 "Employment Eligibility Verification" form
OR
Birth Certificate (one copy)

Necessary forms, except the I-9, will be provided by the government at the time of award of the contract. Only complete security packages will be accepted by INS Headquarters Security. The Contractor will submit all completed security forms four (4) weeks prior to anticipated entry on duty. Specific instructions on submission of packages will be provided upon award of contract. Contractor employees working for the incumbent contractor previously cleared by INS who are subsequently retained by another Contractor are not required to resubmit security packages.

[Amendment 0008]

Immigration and Naturalization Service shall have and exercise full and complete control over granting, denying, suspending and terminating employment security clearances for Contractor employees and prospective employees. If an unsuitable report on any employee is received after processing of the required forms, or if a prospective employee is found to be unsuitable or unfit for his/her assigned duties, the COTR shall advise the Contractor that the employee shall not continue to work or be assigned to work under this contract.

The Contractor's proposed employees must each complete and sign a form I-9, "Employment Eligibility Verification" before commencing work. The Contractor will retain the original form I-9 before the employee commences work. The Contractor is responsible for acts and omissions of its' employees. A waiver request can be submitted for employees who have been previously cleared by INS.

The Government may, as it deems appropriate, authorize and grant temporary clearance to Contractor employees. This shall not be considered as assurance that a full clearance will follow as a result thereof, and the granting of either a waiver or a full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government, at any time during the term of the contract. No employee of the Contractor, Subcontractors, vendor, or volunteer, shall be allowed access to INS facilities without such clearance.

The INS reserves the right and prerogative to require the contractor to terminate the services and restrict access to the facility of any Contractor employee who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with the DOJ Standards of Conduct, 28 CFR 45.731.1 through 45.731.26, or who otherwise may be a security risk.

The COTR and the INS Contract Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

Contractor personnel will be given access to INS information on a need-to-know basis. The Contractor agrees that each of its' employees, prior to and as a condition of his/her employment, shall be informed by the Contractor of the security requirements stated herein and that each such employee shall agree; (i) not to reveal, divulge, or make known any of the INS information mentioned above; (ii) to abide by the rules and regulations .

[Amendment 0008]

outlined in Part 45, Title 28, Code of Federal Regulations, which shall be applicable to all Contractor employees; and (iii) to comply with the protection requirements of the Privacy Act of 1974, which shall also be applicable to all Contractor employees.

(c) ADP Clearance. The Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DOJ Order 2640.2, ADP Security.

(d) Other Security Considerations. All visits by personnel (whether Government or private sector), whose regular employment is not associated with the activities of the facility, and whose purpose or intent is to tour or gain knowledge of the operations, but whose purpose is not considered as routine, remedial or maintenance to the equipment, are to be coordinated and approved by the COTR or INS Security Officer in advance of such visit.

(e) The Contractor is required to take all reasonable steps to assure that potential employees are capable of meeting security clearance requirements. In this regard, the Contractor is required to utilize a security professional (in house or contracted) to evaluate all applications prior to submission to INS for processing. The Contractor should anticipate that it will take approximately 120 days to fully clear a potential employee, provided there are no problems with the application. All costs, to include any potential fees, incurred by the INS and DIS in processing security applications will be borne by the Government.

H.25 TRAINING REQUIREMENTS

(1) Contractor Training: The Contractor shall develop a training plan and schedule that will provide adequately trained staff capable of meeting all production and quality standards within 30 days of commencing performance on the contract. The plan shall outline training requirements for all labor categories to ensure that INS performance requirements standards are met and maintained. The plan shall show how work will be reviewed and evaluated during the first 30 days to determine if the work meets established quality standards stated in the contract. The plan shall include, but shall not be limited to, familiarization with ADP Systems used (including all forms and documents); basic mail room operations / theory; file room operations; fee processing (balancing registers); security; standards of conduct; quality control; and document preparation (production of ID cards and booklets), etc. The Contractor's plan shall also include requirements for ongoing training and the responsibility for training all new employees, etc.

[Amendment 0008]

(2) Government Conducted Training: The training listed below will be provided by INS personnel; however, in some instances, the training could be provided by the contractor. The Government will provide periodic training to Contractor personnel to establish and maintain proficiency in INS specific hardware and software systems. Government provided training may include classroom or on-the-job instruction.

(a) ADP Security. All contractor employees using automated systems will be required to receive Security Awareness Training as outlined in the Computer Security Act of 1987. This will be conducted by a U.S. Government representative. All personnel who access INS information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable ADP security procedures should be reported to the Security Officer in this contract.

(b) Initial Security Briefing. Contractor employees will be briefed on the nature of the sensitive information to which they have access and informed of their obligation to protect the data.

This briefing may be conducted by a government representative. Periodic briefings will also be held to emphasize the ongoing nature of security awareness.

(c) Debriefings. Any contractor employee vacating a position under this contract shall be debriefed by an INS representative or a contractor employee delegated such authority by the Government. As a minimum, these briefings should insure the individuals have no sensitive documentation in their possession. In addition, a debriefing will be required at the time any sensitive access privilege is removed.

H.26 ACCESSIBILITY BY HANDICAPPED INDIVIDUALS

Any equipment provided or proposed by the contractor, as well as all Government Furnished Equipment (GFE), shall be capable of enhancement to provide handicapped employees with sensory, cognitive, and/or motor impairments accessibility to the equipment, in accordance with FIRMR 201-17.001(k) and (l) and FIRMR Bulletins C-8 and C-10. The guidelines for these enhancements were established by the National Institute on Disability and Rehabilitation Research, and GSA and shall be followed.

H.27 REPORT OF THEFT OR ROBBERY OF FUNDS

The Contractor shall, upon discovery, immediately report in writing to the COTR any irregularity involving accountability of applicant fees received. The report shall at a minimum include:

- (1) The date discovered
- (2) The amount involved
- (3) The name(s) and position title of employee(s) involved
- (4) A description of the irregularity and/or circumstances
- (5) A statement as to whether prescribed procedures and requirements were being followed
- (6) A recommendation to prevent a recurrence
- (7) A recommendation for restoring and adjusting the accountable employee's account

SECTION I - CONTRACT CLAUSES

I.1 Clauses Incorporated by Reference. (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	Definitions	SEP 1991
52.203-1	Officials Not to Benefit	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1985
52.203-7	Anti-Kickback Procedures	OCT 1988
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	SEP 1990
52.203-12	Limitation on Payments to Influence Certain Federal Transactions - Deviation (Authorized by Department of Justice Class Deviation 90-2)	JAN 1990
52.203-13	Procurement Integrity-Service Contracting.	SEP 1990
52.204-2	Security Requirements.	APR 1984
52.207-3	Right of First Refusal of Employment.	NOV 1991
52.209-6	Protecting the Governments' Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.	NOV 1992
52.215-1	Examination of Records by Comptroller General	FEB 1993
52.215-2	Audit - Negotiation	FEB 1993

52.215-22*	Price Reduction for Defective Cost or Pricing Data	JAN 1991
52.215-23	Price Reduction for Defective Cost or Pricing Data - Modifications	DEC 1991
52.215-24*	Subcontractor Cost or Pricing Data	DEC 1991
* - Not Applicable when prices are based on adequate price competition, catalog or market prices of commercial items.		
52.215-25	Subcontractor Cost or Pricing Data - Modifications	DEC 1991
52.215-26	Integrity of Unit Prices, ALT I	APR 1991
52.215-27*	Termination of Defined Benefit Pension Plans	SEP 1989
52.215-30	Facilities Capital Cost of Money	SEP 1987
52.215-33	Order of Precedence	JAN 1986
52.217-8	Option to Extend Services	AUG 1989
52.219-13	Utilization of Women-Owned Small Businesses	AUG 1986
52.219-14	[DELETED ON 04/03/95 AS NOT APPLICABLE]	
52.219-15	[DELETED ON 04/03/95 AS NOT APPLICABLE]	
52.219-16	Liquidated Damages-Small Business Subcontracting Plan.	AUG 1990
52.220-3	Utilization of Labor Surplus Area Concerns	APR 1984
52.220-4	Labor Surplus Area Subcontracting Program	APR 1984
52.222-3	Convict Labor	APR 1984
52.222-26	Equal Opportunity	APR 1984
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
[04/03/95]		

52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988
52.222-41	Service Contract Act of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
52.223-2	Clean Air and Water .	APR 1984
52.223-6	Drug-Free Workplace	JUL 1990
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American Act - Supplies	JAN 1989
52.225-11	Restrictions on Certain Foreign Purchases	APR 1991
52.227-1	Authorization and Consent	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	APR 1984
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data - General	JUN 1987
52.227-17	Rights in Data - Special Works	JUN 1987
52.227-19	Commercial Computer Software -- Restricted Rights	JUN 1987
52.228-5	Insurance - Work on a Government Installation	SEP 1989
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.230-2*	Cost Accounting Standards	NOV 1993
52.230-3*	Disclosure and Consistency of Cost Accounting Practices	NOV 1993
[04/03/95]		

52.230-4*	Consistency in Cost Accounting Practices	AUG 1992
52.230-5*	Administration of Cost Accounting Standards	DEC 1994
52.232-7	Payments Under Time-and-Material and Labor-Hour Contracts	APR 1984
52.232-17	Interest	JAN 1991
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	MAR 1994
52.232-28	Electronic Funds Transfer Payment Methods	APR 1989
52.233-1	Disputes	MAR 1994
52.233-3	Protest After Award	AUG 1989
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	APR 1991
52.243-3	Changes - Time-and-Materials or Labor-Hours	AUG 1987
52.243-7	[DELETED 04/03/95 AS NOT APPLICABLE]	
52.244-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts)	APR 1991
52.244-5	Competition in Subcontracting	APR 1984
52.245-1	Property Records	APR 1984
52.245-5	Government Property Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	JAN 1986
52.246-25	Limitation of Liability -- Services	APR 1984
52.248-1 [04/03/95]	Value Engineering.	MAR 1989

52.249-6	Termination (Cost-Reimbursement) Alternate IV (APR 1984)	MAY 1986
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES.
(FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY; IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage-Fringe Benefits	
Key Entry Operator Supervisor	GS-08	\$12.50
Key Entry Operator II	GS-04	\$ 8.14
Supervisory File / Mail Clerk III	GS-08	\$12.50
File / Mail Clerk II	GS-03	\$ 7.25
Secretary II	GS-05	\$ 9.11
Supervisory Quality Control Inspector	GS-09	\$13.80
Quality Control Inspector	GS-07	\$11.28
Driver Messenger	GS-05	\$ 9.11

I.3 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY -
MODIFICATION. (FAR 52.203-9) (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

(1) I, _____ (Name of certifier) am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

(Signature of the officer or employee responsible for the modification proposal and date)

(Typed name of the officer or employee responsible for the modification proposal)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE,

FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.4 APPROVAL OF CONTRACT. (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of the Department of Justice, Office of the Procurement Executive, and shall not be binding until so approved.

I.5 ORDERING. (FAR 52.216-18) (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from [] through [] [insert dates].

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered issued when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

I.6 DELIVERY-ORDER LIMITATIONS. (FAR 52.216-19) (APR 1984)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$500,000.00 [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of \$10,000,000.00 [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 INDEFINITE QUANTITY. (FAR 52.216-22) (APR 1984)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered,

the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [] [insert date].

I.8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (FAR 52.219-8) (FEB 1990)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term small business concern owned and

controlled by socially and economically disadvantaged individuals shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per cent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals. See also clauses H.10, I.9 and provision M.5 regarding small business participation.

I.9 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. (FAR 52.219-9) (JAN 1991)

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and with small disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns and with small disadvantaged business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns; and

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether

small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the programs's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its

approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

I.10 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS. (FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

TECHNICAL:

29020 Archeological Technician	
29030 Cartographic Technician	\$ 15.10
29035 Computer Based Training Specialist/Instructor	\$ 15.10
	\$ 17.73
29040 Civil Engineering Technician	
29061 Drafter I	\$ 15.10
29062 Drafter II	\$ 8.93
29063 Drafter III	\$ 11.00
29064 Drafter IV	\$ 12.76
29070 Embalmer	\$ 15.10
29081 Engineering Technician I	\$ 14.14
29082 Engineering Technician II	\$ 8.93
29083 Engineering Technician III	\$ 11.00
29084 Engineering Technician IV	\$ 12.76
29085 Engineering Technician V	\$ 15.10
29086 Engineering Technician VI	\$ 16.62
29090 Environmental Technician	\$ 20.44
29100 Flight Simulator/Instructor (Pilot)	\$ 15.10
	\$ 20.88
29150 Graphic Artist	
29210 Laboratory Technician	\$ 17.73
29240 Mathematical Technician	\$ 13.45
29330 Mortician	\$ 15.10
29361 Paralegal/Legal Assistant I	\$ 14.14
29362 Paralegal/Legal Assistant II	\$ 9.78
29363 Paralegal/Legal Assistant III	\$ 12.97
29364 Paralegal/Legal Assistant IV	\$ 15.86
29390 Photooptics Technician	\$ 19.19
29480 Technical Writer	\$ 15.10
29620 Weather Observer, Senior 2/	\$ 15.46
29621 Weather Observer, Combined 2/	\$ 14.39
Upper Air and Surface Programs	\$ 13.98
29622 Weather Observer, Upper Air 2/	
	\$ 13.98

TRANSPORTATION/MOBILE EQUIPMENT OPERATION:

31030 Bus Driver	
31100 Driver Messenger	\$ 10.96
31200 Heavy Equipment Operator	\$ 8.79
31260 Parking and Lot Attendant	\$ 14.25
31290 Shuttle Bus Driver	\$ 6.11
31300 Taxi Driver	\$ 7.68
31361 Truckdriver, Light Truck	\$ 6.30
31362 Truckdriver, Medium Truck	\$ 7.68
31363 Truckdriver, Heavy Truck	\$ 10.96
36364 Truckdriver, Tractor-Trailer	\$ 11.31
	\$ 12.48

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 18.41
99020 Animal Caretaker	
99030 Cashier	\$ 6.93
99040 Child Care Center Clerk	\$ 6.81
99050 Desk Clerk	\$ 10.40
99260 Instructor	\$ 8.34
99300 Lifeguard	\$ 14.14
99350 Park Attendant (Aide)	\$ 7.43
	\$ 9.33

400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 7.23
99500 Recreation Specialist	\$ 11.57
99510 Recycling Worker	\$ 7.30
99610 Sales Clerk	\$ 7.43
99630 Sports Official	\$ 7.43
99658 Survey Party Chief	\$ 16.30
99659 Surveying Technician	\$ 10.83
99660 Surveying Aide	\$ 8.80
99690 Swimming Pool Operator	\$ 8.15
99720 Vending Machine Attendant	\$ 7.30
99730 Vending Machine Repairer	\$ 8.15
99740 Vending Machine Repairer Helper	\$ 7.30

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per month.

VACATION: 2 weeks paid vacation after 1 year of service with contractor or successor; 3 weeks after 8 years; 4 weeks after 15 years; 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
(Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are

) determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Alan L. Moss
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2509

Revision No.: 5

Date of Last Revision: 03/07/1996

State(s): Texas

Area: TEXAS COUNTIES OF COLLIN, COOKE, DALLAS, DELTA, DENTON, ELLIS,
FANNIN, HENDERSON, HOPKINS, HUNT, KAUFMAN, LAMAR, NAVARRO, RAINS,
ROCKWALL, SMITH, VAN ZANDT, WOOD.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 8.37
01012 Accounting Clerk II	\$ 9.05
01013 Accounting Clerk III	\$ 11.01
01014 Accounting Clerk IV	\$ 13.52
01030 Court Reporter	\$ 11.76
01050 Dispatcher, Motor Vehicle	\$ 11.76
01060 Document Preparation Clerk	\$ 9.62
01090 Duplicating Machine Operator	\$ 9.62
01110 Film/Tape Librarian	\$ 10.08
01115 General Clerk I	\$ 7.15
01116 General Clerk II	\$ 8.08
01117 General Clerk III	\$ 9.62
01118 General Clerk IV	\$ 11.29
01120 Housing Referral Assistant	\$ 13.16
01131 Key Entry Operator I	\$ 7.85
01132 Key Entry Operator II	\$ 9.40
01191 Order Clerk I	\$ 8.39
01192 Order Clerk II	\$ 10.90
01220 Order Filler	\$ 8.85
01261 Personnel Assistant (Employment) I	\$ 8.49
01262 Personnel Assistant (Employment) II	\$ 9.65
01263 Personnel Assistant (Employment) III	\$ 12.05
01264 Personnel Assistant (Employment) IV	\$ 13.43
01270 Production Control Clerk	\$ 13.16
01290 Rental Clerk	\$ 10.08
01300 Scheduler, Maintenance	\$ 10.08
01311 Secretary I	\$ 10.08
01312 Secretary II	\$ 11.76
01313 Secretary III	\$ 13.16
01314 Secretary IV	\$ 15.38
01315 Secretary V	\$ 17.25
01320 Service Order Dispatcher	\$ 10.08
01341 Stenographer I	\$ 10.69
01342 Stenographer II	\$ 11.38
01400 Supply Technician	\$ 15.38

01420 Survey Worker(Interviewer)	\$ 11.76
01460 Switchboard Operator-Receptionist	\$ 8.95
01510 Test Examiner	
01520 Test Proctor	\$ 11.76
01531 Travel Clerk I	\$ 11.76
01532 Travel Clerk II	\$ 7.90
01533 Travel Clerk III	\$ 8.51
01611 Word Processor I	\$ 9.13
01612 Word Processor II	\$ 10.07
01613 Word Processor III	\$ 11.29
	\$ 12.63

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	
03041 Computer Operator I	\$ 9.50
03042 Computer Operator II	\$ 9.50
03043 Computer Operator III	\$ 10.85
03044 Computer Operator IV	\$ 13.48
03045 Computer Operator V	\$ 15.78
03071 Computer Programmer I 1/	\$ 17.84
03072 Computer Programmer II 1/	\$ 12.48
03073 Computer Programmer III 1/	\$ 15.90
03074 Computer Programmer IV 1/	\$ 18.40
03101 Computer Systems Analyst I 1/	\$ 22.05
03102 Computer Systems Analyst II 1/	\$ 20.25
03103 Computer Systems Analyst III 1/	\$ 22.21
03160 Peripheral Equipment Operator	\$ 26.57
	\$ 9.50

AUTOMOTIVE SERVICE:

05005 Automobile Body Repairer, Fiberglass	\$ 15.60
05010 Automotive Glass Installer	
05040 Automotive Worker	\$ 14.07
05070 Electrician, Automotive	\$ 14.07
05100 Mobile Equipment Servicer	\$ 14.80
05130 Motor Equipment Metal Mechanic	\$ 12.44
05160 Motor Equipment Metal Worker	\$ 15.60
05190 Motor Vehicle Mechanic	\$ 14.07
05220 Motor Vehicle Mechanic Helper	\$ 15.44
05250 Motor Vehicle Upholstery Worker	\$ 11.61
	\$ 13.31
05280 Motor Vehicle Wrecker	
05310 Painter, Automotive	\$ 14.07
05340 Radiator Repair Specialist	\$ 14.80
05370 Tire Repairer	\$ 14.07
05400 Transmission Repair Specialist	\$ 12.44
	\$ 15.60

FOOD PREPARATION AND SERVICE:

07010 Baker	
07041 Cook I	\$ 8.89
07042 Cook II	\$ 7.87
07070 Dishwasher	\$ 8.89
07100 Food Service Worker (Cafeteria Worker)	\$ 5.70
	\$ 5.70
07130 Meat Cutter	
07250 Waiter/Waitress	\$ 8.89
	\$ 6.27

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	
09040 Furniture Handler	\$ 14.80
09070 Furniture Refinisher	\$ 9.89
09100 Furniture Refinisher Helper	\$ 14.80
09110 Furniture Repairer, Minor	\$ 11.61
09130 Upholsterer	\$ 13.31
	\$ 14.80

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	
11060 Elevator Operator	\$ 5.70
11090 Gardener	\$ 5.70
11121 Housekeeping Aide I	\$ 7.87
11122 Housekeeping Aide II	\$ 5.89
11150 Janitor	\$ 5.70
11180 Laborer	\$ 5.70
11210 Laborer, Grounds Maintenance	\$ 9.35
11240 Maid or Houseman	\$ 6.27
11270 Pest Controller	\$ 5.02
11300 Refuse Collector	\$ 8.44
11330 Tractor Operator	\$ 5.70
11360 Window Cleaner	\$ 7.35
	\$ 6.29

HEALTH:

12010 Ambulance Driver	
12040 Emergency Medical Technician	\$ 9.50
12071 Licensed Practical Nurse I	\$ 9.50
12072 Licensed Practical Nurse II	\$ 11.14
12073 Licensed Practical Nurse III	\$ 12.49
12100 Medical Assistant	\$ 13.98
12130 Medical Laboratory Technician	\$ 8.49
12160 Medical Record Clerk	\$ 8.49
12190 Medical Record Technician	\$ 8.49
12221 Nursing Assistant I	\$ 11.77
12222 Nursing Assistant II	\$ 5.03
12223 Nursing Assistant III	\$ 6.03
12224 Nursing Assistant IV	\$ 6.87
12250 Pharmacy Technician	\$ 7.71
12280 Phlebotomist	\$ 10.59
12311 Registered Nurse I	\$ 8.49
12312 Registered Nurse II	\$ 13.52
12313 Registered Nurse II, Specialist	\$ 16.54
	\$ 16.54
12314 Registered Nurse III	
12315 Registered Nurse III, Anesthetist	\$ 22.93
	\$ 22.93
12316 Registered Nurse IV	
	\$ 27.48

INFORMATION AND ARTS:

13002 Audiovisual Librarian	
13011 Exhibits Specialist I	\$ 14.79
13012 Exhibits Specialist II	\$ 14.58
13013 Exhibits Specialist III	\$ 18.07
13041 Illustrator I	\$ 22.06
13042 Illustrator II	\$ 14.58
13043 Illustrator III	\$ 18.07
13047 Librarian	\$ 22.06
	\$ 17.25

13050 Library Technician	
13071 Photographer I	\$ 11.76
13072 Photographer II	\$ 12.74
13073 Photographer III	\$ 14.58
13074 Photographer IV	\$ 18.07
13075 Photographer V	\$ 22.06
	\$ 26.69

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	
15030 Counter Attendant	\$ 5.70
15040 Dry Cleaner	\$ 5.70
15070 Finisher, Flatwork, Machine	\$ 7.44
15090 Presser, Hand	\$ 5.70
15100 Presser, Machine, Dry Cleaning	\$ 5.70
15130 Presser, Machine, Shirts	\$ 5.70
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.70
15190 Sewing Machine Operator	
15220 Tailor	\$ 7.75
15250 Washer, Machine	\$ 8.35
	\$ 6.31

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 14.80
19040 Tool and Die Maker	\$ 17.00

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.44
21020 Material Coordinator	\$ 12.73
21030 Material Expediter	\$ 12.73
21040 Material Handling Laborer	\$ 8.99
21071 Forklift Operator	\$ 11.09
21080 Production Line Worker (Food Processing)	\$ 11.09
21100 Shipping/Receiving Clerk	\$ 10.34
21130 Shipping Packer	\$ 10.34
21140 Store Worker I	\$ 8.36
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.34
21210 Tools and Parts Attendant	\$ 11.09
21400 Warehouse Specialist	\$ 11.09

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 15.60
23040 Aircraft Mechanic Helper	\$ 11.61
23060 Aircraft Servicer	\$ 13.31
23070 Aircraft Worker	\$ 14.07
23100 Appliance Mechanic	\$ 14.80
23120 Bicycle Repairer	\$ 12.44
23125 Cable Splicer	\$ 15.60
23130 Carpenter, Maintenance	\$ 14.80
23140 Carpet Layer	\$ 14.07
23160 Electrician, Maintenance	\$ 15.48
23181 Electronics Technician, Maintenance I	\$ 11.45
23182 Electronics Technician, Maintenance II	\$ 17.06

23183 Electronics Technician, Maintenance III	\$ 19.34
23260 Fabric Worker	
23290 Fire Alarm System Mechanic	\$ 13.31
23310 Fire Extinguisher Repairer	\$ 15.60
23340 Fuel Distribution System Mechanic	\$ 12.44 \$ 15.60
23370 General Maintenance Worker	
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 14.07 \$ 15.60
23430 Heavy Equipment Mechanic	
23460 Instrument Mechanic	\$ 15.60
23500 Locksmith	\$ 15.60
23530 Machinery Maintenance Mechanic	\$ 14.80
23550 Machinist, Maintenance	\$ 15.56
23580 Maintenance Trades Helper	\$ 15.39
23640 Millwright	\$ 11.61
23700 Office Appliance Repairer	\$ 15.60
23740 Painter, Aircraft	\$ 14.80
23760 Painter, Maintenance	\$ 14.80
23790 Pipefitter, Maintenance	\$ 14.80
23800 Plumber, Maintenance	\$ 15.60
23820 Pneudraulic Systems Mechanic	\$ 14.80
23850 Rigger	\$ 15.60
23870 Scale Mechanic	\$ 15.60
23890 Sheet-metal Worker, Maintenance	\$ 14.07 \$ 15.60
23910 Small Engine Mechanic	
23930 Telecommunications Mechanic I	\$ 14.07
23940 Telecommunications Mechanic II	\$ 15.60
23950 Telephone Lineman	\$ 16.33
23960 Welder, Combination, Maintenance	\$ 15.60 \$ 15.60
23965 Well Driller	
23970 Woodcraft Worker	\$ 15.60
23980 Woodworker	\$ 15.60 \$ 12.44

PERSONAL NEEDS:

24570 Child Care Attendant	
24600 Chore Aide	\$ 9.35
24630 Homemaker	\$ 5.02
	\$ 11.82

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	
25040 Sewage Plant Operator	\$ 15.60
25070 Stationary Engineer	\$ 14.80
25190 Ventilation Equipment Tender	\$ 15.60
25210 Water Treatment Plant Operator	\$ 11.61 \$ 14.80

PROTECTIVE SERVICE:

27004 Alarm Monitor	
27010 Court Security Officer	\$ 11.28
27040 Detention Officer	\$ 12.63
27070 Firefighter	\$ 12.63
27101 Guard I	\$ 11.93
27102 Guard II	\$ 6.52
27130 Police Officer	\$ 11.28 \$ 15.80

TECHNICAL:

29020 Archeological Technician	\$ 18.07
29030 Cartographic Technician	\$ 18.07
29035 Computer Based Training Specialist/Instructor	\$ 20.75
29040 Civil Engineering Technician	\$ 18.07
29061 Drafter I	\$ 11.53
29062 Drafter II	\$ 12.25
29063 Drafter III	\$ 14.58
29064 Drafter IV	\$ 18.07
29070 Embalmer	\$ 14.40
29081 Engineering Technician I	\$ 10.95
29082 Engineering Technician II	\$ 13.03
29083 Engineering Technician III	\$ 14.58
29084 Engineering Technician IV	\$ 17.78
29085 Engineering Technician V	\$ 20.70
29086 Engineering Technician VI	\$ 23.00
29090 Environmental Technician	\$ 18.07
29100 Flight Simulator/Instructor (Pilot)	\$ 22.21
29150 Graphic Artist	\$ 20.25
29210 Laboratory Technician	\$ 11.66
29240 Mathematical Technician	\$ 17.78
29330 Mortician	\$ 14.40
29361 Paralegal/Legal Assistant I	\$ 11.76
29362 Paralegal/Legal Assistant II	\$ 15.38
29363 Paralegal/Legal Assistant III	\$ 18.82
29364 Paralegal/Legal Assistant IV	\$ 22.76
29390 Photooptics Technician	\$ 17.78
29480 Technical Writer	\$ 19.16
29620 Weather Observer, Senior 2/	\$ 14.98
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 13.48
29622 Weather Observer, Upper Air 2/	\$ 13.48

TRANSPORTATION/MOBILE EQUIPMENT OPERATION:

31030 Bus Driver	\$ 12.32
31100 Driver Messenger	\$ 8.34
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31362 Truckdriver, Medium Truck	\$ 12.30
31363 Truckdriver, Heavy Truck	\$ 13.63
36364 Truckdriver, Tractor-Trailer	\$ 13.63

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 20.25
99020 Animal Caretaker	\$ 6.78
99030 Cashier	\$ 7.63
99040 Child Care Center Clerk	\$ 11.66
99050 Desk Clerk	\$ 9.35
99260 Instructor	\$ 15.84
99300 Lifeguard	\$ 10.45
99350 Park Attendant (Aide)	\$ 8.33

99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 8.33
99500 Recreation Specialist	\$ 12.95
99510 Recycling Worker	\$ 7.35
99610 Sales Clerk	\$ 8.33
99630 Sports Official	\$ 8.33
99658 Survey Party Chief	\$ 17.61
99659 Surveying Technician	\$ 14.47
99660 Surveying Aide	\$ 10.55
99690 Swimming Pool Operator	\$ 8.89
99720 Vending Machine Attendant	\$ 7.35
99730 Vending Machine Repairer	\$ 8.89
99740 Vending Machine Repairer Helper	\$ 7.35

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

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HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by

the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

commencement date of the contract. (See Section 4.6 (C)(vi)). When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Alan L. Moss
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2047

Revision No.: 6

Date of Last Revision: 07/26/1996

State(s): California

Area: CALIFORNIA COUNTIES OF LOS ANGELES, ORANGE.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

01011 Accounting Clerk I	\$ 9.90
01012 Accounting Clerk II	\$ 10.79
01013 Accounting Clerk III	\$ 12.64
01014 Accounting Clerk IV	\$ 14.46
01030 Court Reporter	\$ 14.16
01050 Dispatcher, Motor Vehicle	\$ 14.16
01060 Document Preparation Clerk	\$ 11.73
01090 Duplicating Machine Operator	\$ 11.73
01110 Film/Tape Librarian	\$ 11.73
01115 General Clerk I	\$ 7.80
01116 General Clerk II	\$ 9.10
01117 General Clerk III	\$ 11.73
01118 General Clerk IV	\$ 13.39
01120 Housing Referral Assistant	\$ 15.58
01131 Key Entry Operator I	\$ 8.85
01132 Key Entry Operator II	\$ 11.40
01191 Order Clerk I	\$ 11.41
01192 Order Clerk II	\$ 12.38
01220 Order Filler	\$ 11.96
01261 Personnel Assistant (Employment) I	\$ 10.51
01262 Personnel Assistant (Employment) II	\$ 11.80
01263 Personnel Assistant (Employment) III	\$ 15.30
01264 Personnel Assistant (Employment) IV	\$ 18.39
01270 Production Control Clerk	\$ 15.58
01290 Rental Clerk	\$ 11.73
01300 Scheduler, Maintenance	\$ 11.73
01311 Secretary I	\$ 11.73
01312 Secretary II	\$ 14.16
01313 Secretary III	\$ 15.58
01314 Secretary IV	\$ 17.28
01315 Secretary V	\$ 20.59
01320 Service Order Dispatcher	\$ 11.73
01341 Stenographer I	\$ 11.73
01342 Stenographer II	\$ 13.17
01400 Supply Technician	\$ 17.28
01420 Survey Worker(Interviewer)	\$ 14.16

01460 Switchboard Operator-Receptionist	\$ 9.47
01510 Test Examiner	\$ 14.16
01520 Test Proctor	\$ 14.16
01531 Travel Clerk I	\$ 8.77
01532 Travel Clerk II	\$ 9.48
01533 Travel Clerk III	\$ 10.18
01611 Word Processor I	\$ 12.50
01612 Word Processor II	\$ 13.32
01613 Word Processor III	\$ 15.36

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 11.37
03041 Computer Operator I	\$ 11.37
03042 Computer Operator II	\$ 12.46
03043 Computer Operator III	\$ 15.07
03044 Computer Operator IV	\$ 17.79
03045 Computer Operator V	\$ 19.70
03071 Computer Programmer I 1/	\$ 14.35
03072 Computer Programmer II 1/	\$ 16.86
03073 Computer Programmer III 1/	\$ 21.13
03074 Computer Programmer IV 1/	\$ 24.83
03101 Computer Systems Analyst I 1/	\$ 20.50
03102 Computer Systems Analyst II 1/	\$ 24.94
03103 Computer Systems Analyst III 1/	\$ 28.34
03160 Peripheral Equipment Operator	\$ 12.75

AUTOMOTIVE SERVICE:

05005 Automobile Body Repairer, Fiberglass	\$ 18.63
05010 Automotive Glass Installer	\$ 17.18
05040 Automotive Worker	\$ 17.18
05070 Electrician, Automotive	\$ 17.89
05100 Mobile Equipment Servicer	\$ 15.47
05130 Motor Equipment Metal Mechanic	\$ 18.63
05160 Motor Equipment Metal Worker	\$ 17.18
05190 Motor Vehicle Mechanic	\$ 18.36
05220 Motor Vehicle Mechanic Helper	\$ 14.32
05250 Motor Vehicle Upholstery Worker	\$ 16.46
05280 Motor Vehicle Wrecker	\$ 17.18
05310 Painter, Automotive	\$ 17.89
05340 Radiator Repair Specialist	\$ 17.18
05370 Tire Repairer	\$ 15.47
05400 Transmission Repair Specialist	\$ 18.63

FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 11.55
07041 Cook I	\$ 10.42
07042 Cook II	\$ 11.55
07070 Dishwasher	\$ 7.33
07100 Food Service Worker (Cafeteria Worker)	\$ 7.33
07130 Meat Cutter	\$ 11.55
07250 Waiter/Waitress	\$ 8.12

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 17.89
09040 Furniture Handler	\$ 12.00
09070 Furniture Refinisher	\$ 17.89
09100 Furniture Refinisher Helper	\$ 14.32
09110 Furniture Repairer, Minor	\$ 16.46
09130 Upholsterer	\$ 17.89

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 7.33
11060 Elevator Operator	\$ 7.33
11090 Gardener	\$ 10.42
11121 Housekeeping Aide I	\$ 6.55
11122 Housekeeping Aide II	\$ 7.33
11150 Janitor	\$ 7.33
11180 Laborer	\$ 7.33
11210 Laborer, Grounds Maintenance	\$ 8.12
11240 Maid or Houseman	\$ 6.55
11270 Pest Controller	\$ 11.05
11300 Refuse Collector	\$ 7.33
11330 Tractor Operator	\$ 9.67
11360 Window Cleaner	\$ 8.12

HEALTH:

12010 Ambulance Driver	\$ 9.66
12040 Emergency Medical Technician	\$ 9.66
12071 Licensed Practical Nurse I	\$ 12.95
12072 Licensed Practical Nurse II	\$ 14.54
12073 Licensed Practical Nurse III	\$ 16.26
12100 Medical Assistant	\$ 8.87
12130 Medical Laboratory Technician	\$ 8.87
12160 Medical Record Clerk	\$ 8.87
12190 Medical Record Technician	\$ 12.29
12221 Nursing Assistant I	\$ 6.44
12222 Nursing Assistant II	\$ 7.58
12223 Nursing Assistant III	\$ 8.24
12224 Nursing Assistant IV	\$ 9.29
12250 Pharmacy Technician	\$ 11.06
12280 Phlebotomist	\$ 8.87
12311 Registered Nurse I	\$ 16.75
12312 Registered Nurse II	\$ 21.70
12313 Registered Nurse II, Specialist	\$ 23.71
12314 Registered Nurse III	\$ 27.62
12315 Registered Nurse III, Anesthetist	\$ 27.62
12316 Registered Nurse IV	\$ 34.25

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 17.01
13011 Exhibits Specialist I	\$ 17.72
13012 Exhibits Specialist II	\$ 21.95
13013 Exhibits Specialist III	\$ 24.74
13041 Illustrator I	\$ 17.72
13042 Illustrator II	\$ 21.95
13043 Illustrator III	\$ 24.74
13047 Librarian	\$ 20.59

13050 Library Technician	\$ 14.16
13071 Photographer I	\$ 14.65
13072 Photographer II	\$ 17.72
13073 Photographer III	\$ 21.95
13074 Photographer IV	\$ 24.74
13075 Photographer V	\$ 29.94

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 17.89
19040 Tool and Die Maker	\$ 23.14

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 15.47
21020 Material Coordinator	\$ 15.79
21030 Material Expediter	\$ 15.79
21040 Material Handling Laborer	\$ 9.63
21071 Forklift Operator	\$ 12.51
21080 Production Line Worker (Food Processing)	\$ 13.74
21100 Shipping/Receiving Clerk	\$ 10.74
21130 Shipping Packer	\$ 10.74
21140 Store Worker I	\$ 9.06
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.20
21210 Tools and Parts Attendant	\$ 13.86
21400 Warehouse Specialist	\$ 13.74

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 18.63
23040 Aircraft Mechanic Helper	\$ 14.32
23060 Aircraft Servicer	\$ 16.46
23070 Aircraft Worker	\$ 17.18
23100 Appliance Mechanic	\$ 17.89
23120 Bicycle Repairer	\$ 15.47
23125 Cable Splicer	\$ 18.63
23130 Carpenter, Maintenance	\$ 17.89
23140 Carpet Layer	\$ 17.18
23160 Electrician, Maintenance	\$ 19.68
23181 Electronics Technician, Maintenance I	\$ 14.12
23182 Electronics Technician, Maintenance II	\$ 18.38
23183 Electronics Technician, Maintenance III	\$ 21.43
23260 Fabric Worker	\$ 16.46
23290 Fire Alarm System Mechanic	\$ 18.63
23310 Fire Extinguisher Repairer	\$ 15.47
23340 Fuel Distribution System Mechanic	\$ 18.63
23370 General Maintenance Worker	\$ 17.18
23430 Heavy Equipment Mechanic	\$ 18.63
23460 Instrument Mechanic	\$ 18.63
23500 Locksmith	\$ 17.89
23530 Machinery Maintenance Mechanic	\$ 17.94
23550 Machinist, Maintenance	\$ 19.49
23580 Maintenance Trades Helper	\$ 14.32
23640 Millwright	\$ 18.63

23700 Office Appliance Repairer	\$ 17.89
23740 Painter, Aircraft	\$ 17.89
23760 Painter, Maintenance	\$ 17.89
23790 Pipefitter, Maintenance	\$ 18.63
23800 Plumber, Maintenance	\$ 17.89
23820 Pneudraulic Systems Mechanic	\$ 18.63
23850 Rigger	\$ 18.63
23870 Scale Mechanic	\$ 17.18
23890 Sheet-metal Worker, Maintenance	\$ 18.63
23910 Small Engine Mechanic	\$ 17.18
23930 Telecommunications Mechanic I	\$ 18.63
23940 Telecommunications Mechanic II	\$ 19.39
23950 Telephone Lineman	\$ 18.63
23960 Welder, Combination, Maintenance	\$ 18.63
23965 Well Driller	\$ 18.63
23970 Woodcraft Worker	\$ 18.63
23980 Woodworker	\$ 15.47

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 10.63
24600 Chore Aide	\$ 7.24
24630 Homemaker	\$ 14.73

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 18.63
25040 Sewage Plant Operator	\$ 17.89
25070 Stationary Engineer	\$ 18.63
25190 Ventilation Equipment Tender	\$ 14.32
25210 Water Treatment Plant Operator	\$ 17.89

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 14.18
27010 Court Security Officer	\$ 21.30
27040 Detention Officer	\$ 21.30
27070 Firefighter	\$ 18.02
27101 Guard I	\$ 6.80
27102 Guard II	\$ 14.18
27130 Police Officer	\$ 26.15

TECHNICAL:

29020 Archeological Technician	\$ 21.95
29030 Cartographic Technician	\$ 21.95
29035 Computer Based Training Specialist/Instructor	\$ 20.50
29040 Civil Engineering Technician	\$ 21.95
29061 Drafter I	\$ 13.05
29062 Drafter II	\$ 14.65
29063 Drafter III	\$ 17.72
29064 Drafter IV	\$ 21.95
29070 Embalmer	\$ 15.03
29081 Engineering Technician I	\$ 12.19
29082 Engineering Technician II	\$ 13.69
29083 Engineering Technician III	\$ 16.08
29084 Engineering Technician IV	\$ 19.94
29085 Engineering Technician V	\$ 22.44
29086 Engineering Technician VI	\$ 27.16

29090 Environmental Technician	\$ 17.79
29100 Flight Simulator/Instructor (Pilot)	\$ 24.94
29150 Graphic Artist	
29210 Laboratory Technician	\$ 20.50
29240 Mathematical Technician	\$ 15.07
29330 Mortician	\$ 18.92
29361 Paralegal/Legal Assistant I	\$ 15.03
29362 Paralegal/Legal Assistant II	\$ 14.16
29363 Paralegal/Legal Assistant III	\$ 17.28
29364 Paralegal/Legal Assistant IV	\$ 21.13
29390 Photooptics Technician	\$ 25.58
29480 Technical Writer	\$ 18.92
29620 Weather Observer, Senior 2/	\$ 19.45
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 16.75
29622 Weather Observer, Upper Air 2/	\$ 15.07

**TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:**

31030 Bus Driver	\$ 14.89
31100 Driver Messenger	\$ 8.17
31200 Heavy Equipment Operator	\$ 18.63
31260 Parking and Lot Attendant	\$ 6.19
31290 Shuttle Bus Driver	\$ 8.83
31300 Taxi Driver	\$ 8.17
31361 Truckdriver, Light Truck	\$ 8.83
31362 Truckdriver, Medium Truck	\$ 14.89
31363 Truckdriver, Heavy Truck	\$ 15.91
36364 Truckdriver, Tractor-Trailer	\$ 15.91

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 19.39
99020 Animal Caretaker	\$ 8.90
99030 Cashier	\$ 8.68
99040 Child Care Center Clerk	\$ 13.26
99050 Desk Clerk	\$ 10.63
99260 Instructor	\$ 19.45
99300 Lifeguard	\$ 9.47
99350 Park Attendant (Aide)	\$ 11.90
99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 9.47
99500 Recreation Specialist	\$ 14.73
99510 Recycling Worker	\$ 9.67
99610 Sales Clerk	\$ 9.47
99630 Sports Official	\$ 9.47
99658 Survey Party Chief	\$ 21.74
99659 Surveying Technician	\$ 16.39
99660 Surveying Aide	\$ 11.96
99690 Swimming Pool Operator	\$ 11.55
99720 Vending Machine Attendant	\$ 9.67
99730 Vending Machine Repairer	\$ 11.55
99740 Vending Machine Repairer Helper	\$ 9.67

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and

maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

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